

## **REQUEST FOR QUALIFICATIONS- Strategic Planning Services**

**County of San Bernardino  
Workforce Investment Board  
215 North D Street, Suite 201  
San Bernardino, CA 92415-0041  
November 2002**

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## **I. Introduction**

### **A. Purpose**

The County of San Bernardino Workforce Investment Board, (hereinafter referred to as "County") is inviting responses from qualified vendors to provide Strategic Planning Services for the Workforce Investment Board (WIB).

The County is seeking a Vendor to facilitate the strategic planning process which will provide guidance for decision making and continuous development of future services. The purpose of the strategic planning process will be to (1) assist the WIB Board and various sub-committees in determining local needs which should be addressed; (2) facilitate a strategic planning retreat; and (3) assist the WIB Board in developing a comprehensive and effective strategic plan.

### **B. Period of Agreement**

The term of this agreement will be for a period of not to exceed one (1) year, from time of approval.

### **C. Minimum Vendor Qualifications:**

All Vendors must:

1. Have a minimum five (5) years experience in facilitating the strategic planning process for a non-profit and/or governmental agency.
2. Provide a minimum of three (3) references from agencies which you have established a contract with on a project of this nature. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment F, References.
3. Submit qualifications in the manner as stated in Section VI of this Request for Qualifications (RFQ).

### **D. Questions**

Questions regarding the contents of this RFQ must be submitted in writing on or before **12:00 Noon (PST) on Monday, November 18, 2002** and directed to the individual listed in Section I, Paragraph E. All questions will be answered and copies of both the question and answer will be posted to the County website ([www.co.san-bernardino.ca.us/rfp/](http://www.co.san-bernardino.ca.us/rfp/)) on or before 5:00 p.m. (PST) on November 22, 2002.

### **E. Correspondence**

All correspondence, including qualifications, is to be submitted to:

Ms. Beverly Wilson  
San Bernardino County Workforce Investment Board  
Contract Services  
215 North D Street, Suite 201  
San Bernardino, CA 92415-0041

Fax Number: (909) 381-7995\*  
Email: [bwilson@jesd.sbcounty.gov](mailto:bwilson@jesd.sbcounty.gov)

Fax number and e-mail address may be used to submit questions only. **Qualifications will not be accepted by e-mail or facsimile.**

**F. Admonition to Vendors**

Once this RFQ has been issued, VENDORS are specifically directed not to contact COUNTY personnel for meetings, conferences or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualifications of the VENDOR. All questions regarding this RFQ can be presented in writing as indicated in Section I, paragraph E.

**G. Qualifications Submission Deadline**

All qualifications must be received at the address listed in **Section I, paragraph E, no later than 12:00 Noon (PST) on Monday, December 2, 2002.** Facsimile or electronically transmitted qualifications will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete qualifications may not be opened and considered.

**II. Qualifications Timeline**

Release of RFQ	November 2002
Deadline for Submission of Questions	12:00 Noon (PST) on Monday, November 18, 2002
Posting of Questions/Answers to Internet	At or Before 5:00 p.m. on Friday, November 21, 2002
Deadline for Qualifications	12:00 Noon (PST) on Monday, December 2, 2002
Tentative Date for Awarding Contract	January 2003

### **III. Qualifications Conditions**

#### **A. Contingencies**

This RFQ does not commit the County to award a contract. The County reserves the right to accept or reject any or all qualifications if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all qualifications.

#### **B. Modifications**

The County reserves the right to issue addenda or amendments to this RFQ. If Addenda's or Amendments are issued, they will be posted to the County Website at [www.co.san-bernardino.ca.us/rfp/](http://www.co.san-bernardino.ca.us/rfp/).

#### **C. Qualifications Submission**

To be considered, all qualifications must be submitted in the manner set forth in this qualifications. It is the vendor's responsibility to ensure that its qualifications arrives on or before the specified time.

#### **D. Incurred Costs**

This RFQ does not commit the County to pay any costs incurred by vendors in the preparation of a qualifications in response to this request and vendors agree that all costs incurred by vendors in developing this qualifications are the vendor's responsibility.

#### **E. Negotiations**

The County may require the potential Vendor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their qualifications as may result from negotiations.

#### **F. Acceptance or Rejection of Qualifications**

Qualifications shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the qualifications submission deadline.

The County realizes that conditions other than price are important and will award contract(s) based on the qualifications that best meets the needs of the County.

#### **G. Final Authority**

The final authority to award Contract rests with the San Bernardino County Board of Supervisors.

**\*\*\* END OF THIS SECTION \*\*\***

#### IV. Scope of Work

##### A. Background

The federal Workforce Investment Act (WIA) of 1998 provides the framework for a national workforce preparation and employment system. This system is intended to be customer-focused, and to help Americans access the tools they need to manage their careers. The system is also intended to help companies find the skilled workers they need to compete and succeed in business.

By Executive Order, Governor Gray Davis established the **California Workforce Investment Board (CWIB)** to advise and assist in planning, coordinating, and monitoring the provisions of California's workforce development programs and services. All members of the Board are appointed by the Governor and represent the many facets of workforce development -- business, labor, public education, higher education, economic development, youth activities, employment and training, as well as the Legislature.

Under the policy guidance of the CWIB, the Employment Development Department (EDD) administers the Title I workforce investment systems throughout the State. They are responsible for the State-level day-to-day administration of the WIA funds for adults, displaced workers, and youth. EDD works in cooperation with Local Workforce Investment Areas (LWIA). These LWIAs are comprised of units of local government and are designated by the Governor based on population and commonality of labor market. Each LWIA is administered by a Local Board certified by the State and comprised of representatives from private sector businesses, organized labor, community-based organizations, local government agencies, and local education agencies. Local Boards designate the One-Stop operators, provide policy guidance, and oversee the job training activities within their local areas.

The WIA Title I authorizes and funds a number of employment and training programs in California. These programs help to prepare Californians to participate in the State's workforce by increasing their employment and earnings potential, improve their educational and occupational skills, and, in some cases, reduce their dependency on welfare. Workforce investment activities authorized by WIA are provided to serve two primary customer groups:

- ✓ **Job Seekers**, including dislocated workers, youth, incumbent workers, and new entrants to the workforce; and
- ✓ **Employers**, looking for employees.

WIA services are provided through a One-Stop delivery system. One-Stop centers provide a full range of services, including employment, training, and education services for job seekers, and comprehensive employer services including resources for placing job orders and obtaining referrals, labor market data, information/referral on training resources, and business assistance.

## **B. Scope of Services to be Performed**

The Local WIB is seeking a step-by-step strategic plan to map out how it will attain its goals. The Local WIB is seeking a Vendor who can provide a SWOT (Strengths, weaknesses, opportunities, and threats) analysis. SWOT analysis is one of the most important steps in formulating a strategy.

Using the mission of the Local WIB as a context, the Vendor shall:

- ✓ Evaluate the WIBs internal strengths and weaknesses; and
- ✓ Evaluate environmental opportunities and threats.

The Local WIB is seeking the best strategy to accomplish its mission by (1) exploiting the opportunities and strengths while (2) neutralizing its threats and (3) avoiding (or correcting) its weaknesses.

A secondary part of this process will be to plan, facilitate and evaluate a Local WIB Strategic Planning Retreat. Location, cost and coordination will be coordinated through the Local WIB Staff Aide.

Finally, the Local WIB will receive a draft strategic plan for review, comment and necessary revisions, with the final plan to follow, within a period not to exceed one (1) month. It will be required that both the draft and final plan will be submitted to the Local WIB in both written and electronic format.

## **C. Performance Period**

Performance under this agreement is tentatively scheduled to begin January 2003, or sooner based on date of award and mutual agreement. Completion is generally expected within six (6) months thereafter; the specific completion date is subject to negotiation between the County and the Local WIB and the successful proposer.

## **D. Vendor Responsibilities/Requirements**

- ✓ Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- ✓ Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
- ✓ Have the ability to comply with the proposed timeline.
- ✓ Have the ability to fulfill standard contract requirements, including indemnification and insurance, of the County.

**\* \* \* \* END OF THIS SECTION \* \* \* \***

## **V. Standard Contract Requirements**

### **A. General**

#### **1. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

#### **2. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

#### **3. Representation of the County**

In the performance of the Agreement, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

#### **4. Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Agreement. Vendor or designee must respond to County inquiries within two- (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the Primary contact is not available.

#### **5. Change of Address**

Vendor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

#### **6. Subcontracting**

Vendor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

#### **7. Agreement Assignability**

Without the prior written consent of the County, the agreement is not assignable by Vendor either in whole or in part.

#### **8. Agreement Amendments**

Vendor agrees any alterations, variations, modifications, or waivers or provisions of the Agreement shall be valid only when reduced to writing, duly signed and attached to the original Agreement and approved by the required persons.



**9. Termination for Convenience**

The County for its convenience may terminate in whole or in part upon seven- (7) calendar day's written notice this Agreement. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title, if necessary, all complete work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

**10. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B., Indemnification.

**11. Venue**

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-part, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

**12. Jury Trial Waiver**

Vendor and County hereby waive their respective rights by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Vendor against County or County against Vendor on any matter arising out of, or in any way connected with this Agreement, the relationship of Vendor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

**13. Licenses and Permits**

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Agreement. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this agreement.

**14. Notification Regarding Performance**

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Agreement, the Vendor shall notify the County within one- (1) working day, in writing and by telephone.

**15. Conflict of Interest**

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

**16. Improper Consideration**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the qualifications and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**17. Employment of Former County Officials**

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**18. Inaccuracies or Misrepresentations**

If in the administration of an Agreement, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFQ process; the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**19. Recycled Paper Products**

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for qualifications and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

**20. Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by the Vendor pursuant to this Agreement shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section V, A, **9** (Termination for

Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

**21. Release of Information.**

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Vendor's relationship with County may be made or used without prior written approval of the County.

**B. Indemnification and Insurance Requirements**

**1. Indemnification**

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

**2. Insurance**

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
- d. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

**3. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**4. Waiver of Subrogation Rights**

The Vendor shall require the carriers of the above required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.

**5. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**6. Proof of Coverage**

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

**7. Insurance Review**

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Vendor agrees to execute any such amendment within thirty- (30) days of receipt.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Agreement. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the

implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

**\* \* \* END OF THIS SECTION \* \* \***

## **VI. Qualifications Submission**

### **A. General**

1. All interested and qualified Vendors are invited to submit a qualifications for consideration. Submission of a qualifications indicates that the vendor has read and understands the entire RFQ, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFQ have been satisfied.
2. Qualifications must be submitted in the format described below. Qualifications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
4. Qualifications must be completed in all respects as required in this section. A qualifications may not be considered if it is conditional or incomplete.
5. All qualifications and materials submitted become property of the County. All qualifications received are subject to the "California Public Records Act"

### **B. Qualifications Presentation**

1. All qualifications must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and nine (9) copies, total of ten (10), of the complete qualifications must be received by the deadline for receipt of qualifications specified in Section II, Qualifications Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone number, RFQ number, RFQ Title, and Qualifications due date :
3. Hand carried qualifications may be delivered to the address above only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

### **C. Qualifications Format**

Vendors must submit the qualifications in the following format:

#### **1. Cover Page**

Attachment A is to be used as the cover page for the qualifications. This form must be fully completed and signed by an authorized officer of the Vendor.

#### **2. Table of Contents**

All pages of the qualifications, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

**3. Statement of Experience**

Include the following in this section of the qualifications:

- a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
- b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
- c. A statement that the prospective Contractor has demonstrated capacity to perform the required services.

**4. Minimum Vendor Qualifications**

Complete, initial, sign and include in the submitted qualifications, Minimum Vendor Qualifications, Attachment B.

**5. Exceptions to RFQ**

Complete Attachment C and include in submitted qualifications.

**6. References**

Provide a minimum of three (3) references from other agencies that you have established a contract with on a project of this nature, of same or similar size. This information must be included on Attachment E, References.

**7. Vendor's Civil and Criminal Proceedings and Financial Capability**

- a. Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services by the firm that has been brought within the last three (3) years against the firm, including key personnel as described above.

The information provided should include the name of the matter, the court, board, body or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved, information on the outcome including any order, discipline, fines or penalties must be included.

- b. Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
- c. Alternatively, provide tax returns, from the most recent completed fiscal year or a letter from the Proposer's financial institution indicating the Proposers can carry up to sixty- (60) days worth of invoices before obtaining payment.

**8. Statement of Certification**

Complete, initial, sign and include in the submitted qualifications, Statement of Certification, Attachment D.



**9. Qualifications Description**

Provide a detailed description of the qualifications.

- a. Brief synopsis that Vendor understands the County's needs and how the Vendor plans to meet these needs.
- b. A detailed description of the proposed plan to achieve the Scope of Services, Section IV.

**10. Employment of Former County Officials**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for qualifications being deemed non-responsive.

**11. Cost**

Itemize all costs required to accomplish the work by task as described in Section IV. Scope of Services. To itemize salaries, indicate each project team member's name and title, estimate the number of hours to be worked by each, the hourly wage rate for each, and each employee's total salary for the work. Hourly wage rates submitted shall remain in effect until project completion. If the estimated number of hours worked is exceeded, the County bears no responsibility to compensate for those hours.

**12. Insurance**

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

**\*\*\* END OF THIS SECTION \*\*\***



## **VII. Evaluation Process**

### **A. General**

All qualifications will be subject to a standard review process. Evaluation of each qualifications will be based on the issued RFQ.

### **B. Evaluation Criteria**

#### **1. Initial Review (Pass/Fail)**

- a. The qualifications must be complete, in the required format, and be in compliance with all material requirements of this RFQ.
- b. Prospective Vendors must meet the requirements as stated in the Minimum Vendor Qualifications as stated in Section I, paragraph C.

Failure to meet these requirements may result in a rejected qualifications. No qualifications shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the vendor will be notified of the deficiency in the qualifications and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the qualifications.

#### **2. Scope of Project Review**

Qualifications meeting the above requirements will be further evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Proposed cost.
- b. Vendor's qualifications and experience in providing the same/similar services as required in this RFQ.
- c. Vendor's financial stability. This review will be based upon Vendor provided business financial statements.
- d. Vendor's proposed plan and timeline to achieve the Scope of Work, as outlined in Section IV.
- e. Selection will be based on determination of which qualifications best meets the needs of the County and the requirements of this RFQ.

### **C. Evaluation Committee**

The evaluation team may consist of representatives from the Local WIB and other County departments, as deemed necessary.

### **D. Interviews**

The top four (4) vendors may be scheduled to meet before members of the Local WIB Contracts Committee for final selection.

**E. Contract Award**

1. Agreement(s) will be awarded based on a competitive selection of qualifications received.
2. The contents of the qualifications of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Award of contract may or may not be on an all or nothing basis or by trade and or geographic area. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost qualifications. Ability to provide a quality product and quality service in a timely manner in accordance with the RFQ requirements is critical to a successful qualifications.

**F. Disputes Relating to Qualifications Process and Award**

In the event a dispute arises concerning the qualifications process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Associate Administrative Officer (AAO) for Economic Development and Public Services Group (ED&PSG), within ten – (10) days of notification on non-selection.

Grounds for an appeal, is that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The Associate Administrative Officer for Economic Development and Public Services Group or designee shall consider the request and respond in writing within ten (10) days. Failure to do so waives any objection. The Associate Administrative Officer for Economic Development and Public Services Group or designee shall consider any matter appealed during a scheduled hearing, within thirty- (30) days of receipt. The decision of the Associate Administrative Officer for Economic Development and Public Services Group or designee shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

Keith Lee, AAO  
County of San Bernardino –ED&PSG  
Government Center  
385 North Arrowhead Avenue, Fifth Floor  
San Bernardino, CA 92415-0122

**ATTACHMENT A – COVER PAGE**

**VENDOR'S NAME** (*name of firm, entity or organization*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

\_\_\_\_\_

**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

\_\_\_\_\_

**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**VENDOR'S ORGANIZATIONAL STRUCTURE**

\_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ Joint Venture

\_\_\_ Other (explain): \_\_\_\_\_  
\_\_\_\_\_

If Corporation, Date Incorporate: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation:

**VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFQ REQUESTS:**

\_\_\_\_\_  
\_\_\_\_\_

**VENDOR'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this qualifications is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTACHMENT B- MINIMUM VENDOR QUALIFICATIONS**

**The following requirements apply to all prospective vendors:**

	<b>Requirement</b>	<b>Agree (initial)</b>	<b>Disagree with qualifications (initial and attach explanation</b>
1.	Has a minimum of five (5) years experience in facilitating the strategic planning process for a non-profit and/or governmental agency.		
2.	Provided a minimum of three (3) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the County. Provided Contact Name, Address, Phone Number, and dates services were provided.		
3.	Submitted qualifications in the manner as stated in Section VI of the RFQ.		

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT C – EXCEPTIONS TO RFQ**

**SAN BERNARDINO COUNTY WORKFORCE INVESTMENT BOARD**  
**Strategic Planning Services**

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CONTRACTOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Telephone# (     ) \_\_\_\_\_ Fax # (     )

I have reviewed the RFQ and Standard Agreement Terms in their entirety and have the following exceptions:  
(Please identify and list your exceptions by indicating RFQ, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT D – STATEMENT OF CERTIFICATION**

The following statements are incorporated as part of our qualifications for Strategic Planning Services in response to County of San Bernardino RFQ.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Disagree with qualifications (initial and attach explanation)</b>
1.	The offer made in this qualifications is firm and binding for 180 days from the date the qualifications is opened and recorded.		
2.	All aspects of this qualifications, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the qualifications and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFQ and the qualifications submitted shall be binding if the qualifications is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the equipment and provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

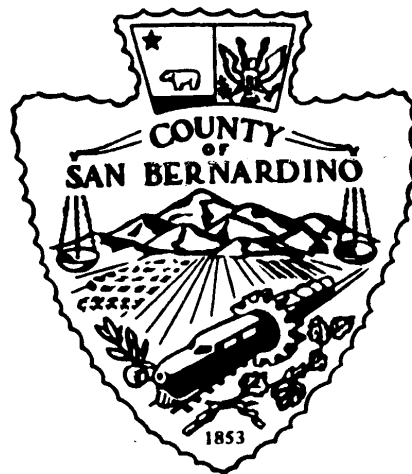
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Company

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Name of Agency	Contact Name	Phone Number	Services Provided	Dates services provided (from/thru)

The references listed above are submitted for **RFQ – Strategic Planning Services**.

\_\_\_\_\_  
SIGNED BY and TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF COMPANY